

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

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)	
In re: BRIDGESTONE/FIRESTONE, INC.,)	Master File No. IP 00-9374-C-B/S
TIRES PRODUCTS LIABILITY)	MDL No. 1373
LITIGATION)	(centralized before Hon. Sarah Evans
)	Barker, Judge)
)	
CYNTHIA KING, et al., Plaintiffs,)	
v.)	Individual Case No. IP 01-5488-C-B/S
BRIDGESTONE/FIRESTONE, INC., et al.,)	
Defendants.)	
)	
EDWARD TURNAGE, et al., Plaintiffs,)	
v.)	Individual Case No. IP 01-5487-C-B/S
BRIDGESTONE/FIRESTONE, INC., et al.,)	
Defendants.)	
)	
TREY PIERCE, et al., Plaintiffs,)	
v.)	Individual Case No. IP 02-5624-C-B/S
BRIDGESTONE/FIRESTONE, INC., et al.,)	
Defendants.)	
)	
ANGELA BURLEY, et al., Plaintiffs,)	
v.)	Individual Case No. IP 01-5524-C-B/S
BRIDGESTONE/FIRESTONE, INC., et al.,)	
Defendants.)	

AWARD OF ATTORNEY FEES AND COSTS

This matter is before the Court on the plaintiffs' Itemized Statement of Expenses and Fees and Motion for Order Assessing Fees ("Fee Statement"), filed by the plaintiffs as a result of the Court's Order of April 11, 2003, which awarded them their fees and

costs incurred as a result of the defendants' removal of the above cases, as provided by 28 U.S.C. § 1447(c). Both Bridgestone/Firestone North American Tire, LLC ("Firestone") and Ford Motor Company ("Ford") have filed objections to the Fee Statement in which they challenge the scope of the tasks for which fees and costs have been sought, the propriety of specific charges, duplicate billings for substantially similar briefs, and the hourly rate billed by one of the lawyers.

The plaintiffs' Itemized Statement strays far outside the bounds of what is compensable under 28 U.S.C. § 1447(c); they have attempted to use the Court's fee award as a blank check for obtaining reimbursement for what appears to be every single fee and expense incurred in the prosecution of these cases. With respect to fees, the Court's task is to determine the reasonable hours expended on compensable tasks, to be multiplied by a reasonable hourly rate. In doing so, the Court considers only those matters directly related to the removal (in these cases, the opposition to stay and the briefing of the remand motions). The Court also notes that the pertinent filings in each of the four cases were nearly identical and will not award significant compensation for preparation of the later, nearly identical filings. Finally, where the hourly rate is disputed, the Court will look to the evidence of reasonable rate that has been submitted.

Having reviewed the parties' submissions, the Court determines that the following are reasonable rates and the reasonable number of hours spent on removal-related tasks in

these cases: Barton & Williams: 137 hours X \$150¹ = \$20,550.00; Law Offices of Alwyn Luckey: 28.7 hours X \$150² = \$4305.00; Bruce R. Kaster, P.A.: 3.4 hours X \$161 = 547.40. The Court further finds that the following costs were reasonably incurred in connection with removal: Barton & Williams, \$64.45; and Law Offices of Alwyn Luckey, \$240.00.

The Court therefore awards to the plaintiffs the above fees and costs and ORDERS payment by the defendants³ on or before December 15, 2003.

It is so ORDERED this ____ day of November, 2003.

SARAH EVANS BARKER, JUDGE
United States District Court
Southern District of Indiana

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¹This reflects the billing rate for Skip Edward Lynch, the only Barton & Williams timekeeper whose work is included in this award.

²This reflects the billing rate for Steve Mullins, the only timekeeper at the Law Offices of Alwyn H. Luckey whose work is included in this award.

³Unless the defendants otherwise agree, each shall pay half of this award. Firestone argues that it should not be liable for fees related to *Burley* because it was voluntarily dismissed from that case on August 13, 2002, by the only plaintiff asserting a claim against it, apparently because that plaintiff had a duplicate claim pending in *Turnage* (which also now has been dismissed). The Court has awarded the plaintiffs significantly less than they sought, in part because their work on the four cases was substantially similar; if Firestone were not paying for the work in connection with *Burley*, it would be paying for that same work in connection with one of the other cases. For these reasons, the Court holds Firestone equally liable with Ford for this award.

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